



law provision in the Equipment Rental Agreement conflicts with provisions in other portions of the compiled contract, all choice of law provisions should be nullified and this Court should find that the significant contacts test of Restatement (Second) Conflict of Laws § 188 requires the application of Florida law.

Upon reviewing the pleadings filed in this case, it is clear that Plaintiff only sued upon the assigned contract, the Equipment Rental Agreement. The Equipment Rental Agreement contains a choice of law provision that provides for application of the law of the “[s]tate in which the assignee’s principal offices are located, without regard to such [s]tate’s choice of law considerations.” Equipment Rental Agreement at p. 2. Here, the assignee is Plaintiff whose principal offices are located in Pennsylvania. Therefore, Pennsylvania law is to be applied to the merits of the pending litigation and the awarding of counsel’s fees in this case, if any.<sup>3</sup> Despite Defendant’s arguments to the contrary, this Court finds that the choice of law provision in the Equipment Rental Agreement fails to sufficiently conflict with strong public policy interests to substantiate ignoring the contractual provision freely negotiated between the two commercial entities [NorVergence, Inc. (Plaintiff’s predecessor in interest) and Defendant] that originally entered into the contract.<sup>4</sup> It should be noted that this Court has decided only the issue presented as to the law which governs the pending controversy. I do not express any opinion as to the merits of the controversy or any right of either party to counsel’s fees.

**AND NOW**, this        day of January 2006, **IT IS HEREBY ORDERED** that Pennsylvania law shall govern the merits of the litigation and the awarding of counsel’s fees in the above-referenced case. Therefore, the Florida reciprocal attorneys’ fees statute referred to in Defendant’s Trial Brief is inapplicable.

---

<sup>3</sup>The parties have not identified any conflict of law as to the merits of the litigation, only differences as to an award of counsel’s fees.

<sup>4</sup>“Pennsylvania courts will only ignore a contractual choice of law provision if that provision conflicts with strong public policy interests.” Kruzits v. Okuma Machine Tool, Inc., 40 F.3d 52, 56 (3d Cir. 1994) (finding choice of law provision in freely negotiated financing contract between two commercial entities was not preempted by state workmen’s compensation law).

**BY THE COURT:**

S/ Clifford Scott Green  
**CLIFFORD SCOTT GREEN, S.J.**